

# United States Bankruptcy Court

Middle \_\_\_\_\_ District Of Pennsylvania

**In re**

Vito J. Pizzo

Case No. 5:20-bk-02417-HWV

**Debtor**

Chapter 13

## DISCLOSURE OF COMPENSATION OF ATTORNEY FOR DEBTOR

1. Pursuant to 11 U .S.C. § 329(a) and Fed. Bankr. P. 2016(b), I certify that I am the attorney for the above named debtor(s) and that compensation paid to me within one year before the filing of the petition in bankruptcy, or agreed to be paid to me, for services rendered or to be rendered on behalf of the debtor(s) in contemplation of or in connection with the bankruptcy case is as follows:

For legal services, I have agreed to accept ..... \$415.00/hr

Prior to the filing of this statement I have received ..... \$0

Balance Due ..... \$

2. The source of the compensation paid to me was:

Debtor  Other (specify)

3. The source of compensation to be paid to me is:

Debtor  Other (specify)

4.  I have not agreed to share the above-disclosed compensation with any other person unless they are members and associates of my law firm.

I have agreed to share the above-disclosed compensation with a other person or persons who are not members or associates of my law firm. A copy of the agreement, together with a list of the names of the people sharing in the compensation, is attached.

5. In return for the above-disclosed fee, I have agreed to render legal service for all aspects of the bankruptcy case, including:

- a. Analysis of the debtor' s financial situation, and rendering advice to the debtor in determining whether to file a petition in bankruptcy;
- b. Preparation and filing of any petition, schedules, statements of affairs and plan which may be required;
- c. Representation of the debtor at the meeting of creditors and confirmation hearing, and any adjourned hearings thereof;

- d. Representation of the debtor in adversary proceedings and other contested bankruptcy matters;
- e. [Other provisions as needed]

All work is performed at hourly rates. The current hourly rates are \$415-\$310/hour for attorneys and \$150/hour for paralegals. Rates may be changed at any time with written notice to client and generally are increased at the beginning of each calendar year.

- 6. By agreement with the debtor(s), the above-disclosed fee does not include the following services:

CERTIFICATION

I certify that the foregoing is a complete statement of any agreement or arrangement for payment to me for representation of the debtor(s) in this bankruptcy proceeding.

March 1, 2024

*Date*

*Carlo Salatini*

*Signature of Attorney*

Sabatini Law Firm, LLC

*Name of law firm*

## Ashley Werner

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**From:** Pizzo Vitto <pizzovito@comcast.net>  
**Sent:** Friday, February 23, 2024 7:46 AM  
**To:** Carlo Sabatini  
**Subject:** Re: Bankruptcy Fee Agreement

I agree thank you very much  
Sent from my iPhone

On Feb 22, 2024, at 9:36 AM, Carlo Sabatini <carlo@bankruptcypa.com> wrote:

Vito,

Please reply to this email and simply say "I agree" to confirm that you agree to the below representation agreement.

Thanks,  
Carlo

### CHAPTER 13 BANKRUPTCY FEE AGREEMENT

1. SERVICES RETAINED FOR: Vito Pizzo ("Client"). Client hires Sabatini Law Firm, LLC ("Law Firm") to provide bankruptcy legal services and to represent Client with respect to all debts allegedly owed by Client. Law Firm will not provide any other non-bankruptcy services to Client.
2. COSTS. Client must pay any expenses incurred by Law Firm including but not limited to other filing fees, transcripts, depositions, postage, photocopies, and bank fees incurred from returned checks. All of these costs are paid to Law Firm. Client must pay for debtor education. Debtor education fees are not paid to Law Firm and total about \$15.00.
3. ATTORNEY FEES. All time spent on this matter will be billed at the firm's regular hourly rates. The hourly rates are presently \$415 - \$350/hour for attorneys and \$150/hour for paralegals. Rates may be changed at any time with written notice to Client, and are generally increased at the beginning of each calendar year. Travel time is charged at the full hourly rates. Client will not pay Law Firm any attorney's fees directly. Instead, those fees will be paid indirectly using money that Client's Chapter 13 Plan requires Client to pay to the Chapter 13 Trustee. The payment that you make to the Chapter 13 Trustee may be increased if necessary to cover attorney fees.
4. NON-BASIC SERVICES PERFORMED ON A CONTINGENCY BASIS: For cases alleging violations of the automatic stay, discharge injunction, or seeking recovery of preferences or turnover: Law Firm shall receive 33 and 1/3% of the gross recovery, if such amount is greater than the amount Law Firm would earn on an hourly basis. Otherwise, Law Firm shall be paid at hourly rates.
5. ATTORNEY'S LIEN FOR FEES. Law Firm shall have a lien for all accrued compensation and costs on any funds that Client has deposited with Law Firm or that are held by a third person (such as a trustee).
6. CONVERSION FROM CHAPTER 13 TO CHAPTER 7: \$1,000 plus court fee.

7. CASE DISMISSAL: If the bankruptcy case is dismissed, Law Firm shall have the right to recover all funds in the possession of the Chapter 13 trustee that would otherwise be refunded to Client, up to the total fees and costs then due for the bankruptcy case. Client will then pay directly to Law Firm any remaining amounts still owing for attorney's fees.

8. TERMINATION: Client may terminate this agreement at any time. Law Firm may also terminate the agreement at any time, except that if Law Firm wishes to terminate the agreement after Law Firm has appeared in Client's bankruptcy case, then Law Firm must first obtain permission from the bankruptcy court. If the agreement is terminated before a bankruptcy discharge is entered, Law Firm will be entitled to paid at the hourly rates for time spent. Six months after we close your file, we may destroy it without further notice to you, unless you make arrangements with us before that date to take your file.

9. AUTHORIZATIONS: Client authorizes Law Firm to (a) disclose Client's Social Security Number to third parties for the purpose of obtaining investigative searches on Client, which searches may disclose information governed by the Gramm-Leach-Bliley Act, (b) reject settlement offers received from unsecured creditors without advising Client of the offer, (c) dispose of mail addressed to Client (e.g. catalogs, applications for new credit cards, etc.) without forwarding that mail to Client, and (d) communicate with Client by text message to Client's cell phone.